

BOARD MEETING DATE: November 4, 2011

AGENDA NO. 13

**PROPOSAL:** Issue RFP for Redesign of the AQMD Website and Implementation of Web Content Management System

**SYNOPSIS:** AQMD's website has evolved over time and, while it contains a great deal of meaningful information, specific content can be difficult to find using current site navigation. The site design was last updated in 2008. This action is to issue an RFP to solicit bids from qualified firms to redesign AQMD's website ([www.aqmd.gov](http://www.aqmd.gov)) and to implement a Content Management System for subsequent maintenance of the website by AQMD employees.

**COMMITTEE:** Administrative, October 14, 2011, Recommended for Approval

**RECOMMENDED ACTION:**

Approve the release of the attached RFP #P2012-06 for Web Redesign and Content Management System.

Barry R. Wallerstein, D.Env.  
Executive Officer

JCM:rl

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**Background**

AQMD's Information Management (IM) administers agency websites, both internal and external. AQMD's internet site, [www.aqmd.gov](http://www.aqmd.gov), contains a wealth of information about AQMD programs, rules and regulations, permitting requirements, compliance and enforcement provisions, public notices, air quality data and analysis, air quality management plans, employment opportunities, and much more. Because the website has evolved over time, specific content can be difficult to find using current site navigation.

The last update to the website design was made in 2008 and reflects an organizational structure as opposed to a user-oriented approach to information access and design. Content development and maintenance is done organizationally as well; pages are built

and maintained by staff from the group responsible for the program or activity reflected in the content.

### **Proposal**

AQMD desires to reorganize its website from the user's perspective, providing easy access to information for all users (including the regulated community, general public, other air quality agencies or environmental entities and internal staff) as a public communication tool. AQMD seeks to create an aesthetically pleasing website with an intuitively accessible navigation scheme. In addition, the website should be adaptable to current and changing technology and provide content management capability for AQMD Staff.

AQMD's web redesign project comprises both the redesign effort (including analysis and evaluation of current and future web needs, assessment of the information architecture with recommendations for improvement, development of the new web design, migration of existing content, and testing and implementation) and the selection and implementation of a web content management system (CMS). Recommended software, including the CMS, will be purchased separately by AQMD.

A CMS is a software system used to control a dynamic collection of Web-based material (HTML pages, images, documents, and other forms of media) and to allow users with little knowledge of web programming languages or HTML code to create and manage website content with relative ease. Most CMS packages include graphical user interface tools for content editing and system administration; built-in versioning, publication approval, and content syndication processes; a database to store page content, metadata, and other information assets needed by the system; and a set of automated templates to display the content to website visitors. A CMS simplifies content updates and site design changes and codifies the update approval process.

### **Outreach**

In accordance with AQMD's Procurement Policy and Procedure, a public notice advertising the RFP/RFQ and inviting bids will be published in the Los Angeles Times, the Orange County Register, the San Bernardino Sun, and Riverside County Press Enterprise newspapers to leverage the most cost-effective method of outreach to the South Coast Basin.

Additionally, potential bidders may be notified through the Los Angeles County MTA Directory of Certified Firms, the Inland Area Opportunity Pages Ethnic/Women Business & Professional Directory; and AQMD's own electronic listing of certified minority vendors. Notice of the RFP/RFQ will be e-mailed to the Black and Latino Legislative Caucuses and various minority chambers of commerce and business associations, and placed on the Internet at AQMD's website (<http://www.aqmd.gov>)

where it can be viewed by making menu selections “Inside AQMD”/“Employment and Business Opportunities”/“Business Opportunities” or by going directly to <http://www.aqmd.gov/rfp/index.html>). Information is also available on AQMD’s bidder’s 24-hour telephone message line (909) 396-2724.

### **Benefits to AQMD**

AQMD’s website represents the agency to the world, providing essential information to many communities within and outside of the southland. The proposed project will significantly improve AQMD’s outward-facing representation and strengthen outreach capabilities.

### **Resource Impacts**

Funding for this project will be requested from AQMD’s Undesignated Fund Balance and would be appropriated to Information Management’s FY 2011-12 Budget, Services & Supplies Major Object, Professional & Special Services Account for design and implementation; and Capital Outlays Major Object, Computer Software Intangible Account for purchase of recommended hardware and software.

### **Attachment**

RFP #P2012-06 - Web Redesign and Content Management System



# **South Coast Air Quality Management District**

## **SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT**

### **REQUEST FOR PROPOSALS**

#### **Web Redesign and Content Management System**

#P2012-06

The South Coast Air Quality Management District (AQMD) requests proposals for the following purpose according to terms and conditions attached. In the preparation of this Request for Proposals (RFP) the words "Proposer," "Contractor," and "Consultant" are used interchangeably.

#### **PURPOSE**

The purpose of this Request for Proposals (RFP) is to solicit bids from qualified firms to redesign AQMD's website and to implement a Content Management System (CMS) for subsequent maintenance of the website by AQMD employees. The agency's current website at <http://www.aqmd.gov> reflects an organizational structure as opposed to a user-oriented approach to information access and design. Our website has evolved over time and, while it contains much meaningful information, content is hard to find and navigation can be difficult. AQMD desires to reorganize its website from the user's perspective, providing easy access to information for all users (including the regulated community, general public, other air quality agencies or environmental entities and internal staff) as a public communication tool. AQMD seeks to create an aesthetically pleasing website with an intuitively accessible navigation scheme. The website should also be adaptable to current and changing technology and provide content management capability for AQMD Staff.

#### **INDEX - The following are contained in this RFP:**

Section I	Background/Information
Section II	Contact Person
Section III	Schedule of Events
Section IV	Participation in the Procurement Process
Section V	Statement of Work/Schedule of Deliverables
Section VI	Required Qualifications
Section VII	Proposal Submittal Requirements
Section VIII	Proposal Submission
Section IX	Proposal Evaluation/Contractor Selection Criteria
Section X	Draft Contract

Attachment A - Certifications and Representations

## **SECTION I: BACKGROUND/INFORMATION**

The South Coast Air Quality Management District (AQMD) is the local government agency designated by federal and state law with the responsibility for regulating air pollution in the South Coast Air Basin. The Basin comprises Los Angeles, Orange, Riverside and the non-desert portion of San Bernardino Counties. Information Management provides a wide range of information systems and services in support of the AQMD's mission.

AQMD's website is located at [www.aqmd.gov](http://www.aqmd.gov). It was initiated in the mid-1990s and underwent a major design and structural update in March 2004. The last minor update to the template design was made in 2008. The website is hosted internally with static content maintained on separate server group from web applications (which include an interactive air quality map and associated air quality measurement details, regulatory programs such as Annual Emission Reporting, etc.). Static content is maintained by AQMD staff using Microsoft SharePoint Designer 2007.

The objective of AQMD's redesign effort is a dynamic website that:

- 1) Facilitates easy electronic access to public information for AQMD's audiences in a visually appealing, cohesive, user-friendly way.
- 2) Uses a common theme and consistent design throughout the website.
- 3) Offers the public an alternative means of communicating with AQMD staff.
- 4) Allows members of the public with limited computer experience to easily find and access information and online services.
- 5) Is easy to update and modify by AQMD staff through a web-based Content Management System (CMS). The CMS should simplify website administration and allow staff with a variety of skill levels the means to update web content.
- 6) Is on a flexible and industry-standard platform that allows for future development that is not necessarily dependent upon a vendor.
- 7) Builds upon proven and accepted web development standards while maintaining the flexibility to easily grow and add new functionality for target audiences and administrators over time and with minimal cost.
- 8) Is easily and cost-effectively upgradeable.
- 9) Can seamlessly integrate with calendars and other features of our Sharepoint intranet, called AIRNet, hosted within our network environment.
- 10) Enhances delivery and awareness of public services and facilitates a process for public inquiry.
- 11) Provides 24/7 virtual access with the ability to conduct secure financial transactions online when e-commerce functions are implemented.
- 12) Complies with all applicable accessibility guidelines including ADA Best Practices for Website Accessibility for state and local governments, standards laid out in Section 508 of the Rehabilitation Act of 1973, and the Web Content Accessibility Guidelines developed by the Web Accessibility Initiative, a subgroup of the World Wide Web Consortium (W3C).
- 13) Offers a variety of communication methods to keep audiences up-to-date, including e-mail notifications, SMS text messages, RSS feeds, and live streaming.
- 14) Accommodates portal pages for external applications, e.g. online payment systems.
- 15) Incorporates content and interactive enhancements, such as: video-on-demand, interactive meetings, conference registration and payment, web-based complaint form,

web-based comment form, interactive map of regulated facilities, enhancement of wildfire page(s).

16) Provides mobile browsing capability.

17) Utilizes social media to reach interested stakeholders (communities).

18) Improves site search capability.

19) Improves access to historical air quality data.

20) Integrates permit and compliance information by facility type on a single page.

AQMD uses a three-stage environment for static web content: aqmddev for content development, aqmdstage for testing, and [www.aqmd.gov](http://www.aqmd.gov) for the outward-facing production website. Development and staging are hosted on a single server running Windows Server 2000, IIS v. 5 and Windows Frontpage Extensions. The production website is hosted on a single, similarly constituted server.

## **SECTION II: CONTACT PERSON:**

Questions regarding the content or intent of this RFP or on procedural matters should be addressed to:

**Roberta Lewis, Information Management**  
SCAQMD  
21865 Copley Drive  
Diamond Bar, CA 91765-4178  
(909) 396-3160

## **SECTION III: SCHEDULE OF EVENTS**

November 4, 2011	RFP Released
November 17, 2011	Mandatory Bidder's Conference*
December 9, 2011	Proposals Due – <b>No Later Than 5:00 pm</b>
December 13 – 21, 2011	Proposal Evaluations
December 20, 2011	Interviews, if required
February 3, 2012	Governing Board Approval
February 10, 2012	Anticipated Contract Execution

\*Participation in the Bidder's Conference is mandatory. Only bidder's conference attendees will be notified of any updates or amendments during the bidding process. The Bidder's Conference will be held in Room CC-6 at the AQMD Headquarters in Diamond Bar, California at 10:00 am on Thursday, November 17, 2011. Please contact Nancy Velasquez at (909) 396-2557 by close of business on Thursday, November 17, 2011 if you plan to attend.

## **SECTION IV: PARTICIPATION IN THE PROCUREMENT PROCESS**

A. It is the policy of the South Coast Air Quality Management District to ensure that all businesses including minority business enterprises, women business enterprises, disabled veteran business enterprises and small businesses have a fair and equitable opportunity to compete for and participate in AQMD contracts.

## B. Definitions:

The definition of minority or women business enterprise set forth below is included for purposes of determining compliance with the affirmative steps requirement described in Paragraph F below on procurements funded in whole or in part with EPA grant funds which involve the use of subcontractors. The definition provided for disabled veteran business enterprise, local business, small business enterprise, low-emission vehicle business and off-peak hours delivery business are provided for purposes of determining eligibility for point or cost considerations in the evaluation process.

1. "Minority-or-women business enterprise" as used in this policy means a business enterprise that meets all the following criteria:
  - a. a business that is at least 51 percent owned by one or more minority persons or women, or in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more minority persons or women.
  - b. a business whose management and daily business operations are controlled by one or more minority persons or women.
  - c. a business which is a sole proprietorship, corporation, or partnership with its primary headquarters office located in the United States, which is not a branch or subsidiary of a foreign corporation, foreign firm, or other foreign-based business.
2. "Minority person" for purposes of this policy, means a Black American, Hispanic American, Native American (including American Indian, Eskimo, Aleut, and Native Hawaiian), Asian-Indian American (including a person whose origins are from India, Pakistan, and Bangladesh), Asian-Pacific American (including a person whose origins are from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the United States Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia, and Taiwan).
3. "Disabled veteran" as used in this policy is a United States military, naval, or air service veteran with at least 10 percent service-connected disability who is a resident of California.
4. "Disabled veteran business enterprise" as used in this policy means a business enterprise that meets all of the following criteria:
  - a. is a sole proprietorship or partnership of which is at least 51 percent owned by one or more disabled veterans or, in the case of a publicly owned business, at least 51 percent of its stock is owned by one or more disabled veterans; a subsidiary which is wholly owned by a parent corporation but only if at least 51 percent of the voting stock of the parent corporation is owned by one or more disabled veterans; or a joint venture in which at least 51 percent of the joint venture's management and control and earnings are held by one or more disabled veterans.
  - b. the management and control of the daily business operations are by one or more disabled veterans. The disabled veterans who exercise management and control are not required to be the same disabled veterans as the owners of the business.

- c. is a sole proprietorship, corporation, or partnership with its primary headquarters office located in the United States, which is not a branch or subsidiary of a foreign corporation, firm, or other foreign-based business.
- 5. "Local business" as used in the Procurement Policy and Procedure means a company that has an ongoing business within the boundaries of the AQMD at the time of bid application and performs 90% of the work related to the contract within the boundaries of the AQMD and satisfies the requirements of Paragraph I below.
- 6. "Small business" as used in this policy means a business that meets the following criteria:
  - a. 1) an independently owned and operated business; 2) not dominant in its field of operation; 3) together with affiliates is either:
    - A service, construction, or non-manufacturer with 100 or fewer employees, and average annual gross receipts of ten million dollars (\$10,000,000) or less over the previous three years, or
    - A manufacturer with 100 or fewer employees.
  - b. Manufacturer means a business that is both of the following:
    - 1) Primarily engaged in the chemical or mechanical transformation of raw materials or processed substances into new products.
    - 2) Classified between Codes 311000 and 339000, inclusive, of the North American Industrial Classification System (NAICS) Manual published by the United States Office of Management and Budget, 2007 edition.
- 7. "Joint ventures" as defined in this policy pertaining to certification means that one party to the joint venture is a DVBE or a small business and owns at least 51 percent of the joint venture.
- 8. "Low-Emission Vehicle Business" as used in this policy means a company or contractor that uses low-emission vehicles in conducting deliveries to the AQMD. Low-emission vehicles include vehicles powered by electric, compressed natural gas (CNG), liquefied natural gas (LNG), liquefied petroleum gas (LPG), ethanol, methanol, hydrogen and diesel retrofitted with particulate matter (PM) traps.
- 9. "Off-Peak Hours Delivery Business" as used in this policy means a company or contractor that commits to conducting deliveries to the AQMD during off-peak traffic hours defined as between 10:00 a.m. and 3:00 p.m.
- C. Under Request for Quotations (RFQ), DVBEs, DVBE business joint ventures, small businesses, and small business joint ventures shall be granted a preference in an amount equal to 5% of the lowest cost responsive bid. Low-Emission Vehicle Businesses shall be granted a preference in an amount equal to 5 percent of the lowest cost responsive bid. Off-Peak Hours Delivery Businesses shall be granted a preference in an amount equal to 2 percent of the lowest cost responsive bid. Local businesses (if the procurement is not



funded in whole or in part by EPA grant funds) shall be granted a preference in an amount equal to 2% of the lowest cost responsive bid.

- D. Under Request for Proposals, DVBEs, DVBE joint ventures, small businesses, and small business joint ventures shall be awarded ten (10) points in the evaluation process. A non-DVBE or large business shall receive seven (7) points for subcontracting at least twenty-five (25%) of the total contract value to a DVBE and/or small business. Low-Emission Vehicle Businesses shall be awarded five (5) points in the evaluation process. On procurements which are not funded in whole or in part by EPA grant funds local businesses shall receive five (5) points. Off-Peak Hours Delivery Businesses shall be awarded two (2) points in the evaluation process.
- E. AQMD will ensure that discrimination in the award and performance of contracts does not occur on the basis of race, color, sex, national origin, marital status, sexual preference, creed, ancestry, medical condition, or retaliation for having filed a discrimination complaint in the performance of AQMD contractual obligations.
- F. AQMD requires Contractor to be in compliance with all state and federal laws and regulations with respect to its employees throughout the term of any awarded contract, including state minimum wage laws and OSHA requirements.
- G. When contracts are funded in whole or in part by EPA grant funds and if subcontracts are to be let, the Contractor must comply with the steps listed below, which demonstrate a good faith effort to solicit minority and women owned enterprises. Contractor shall submit a certification signed by an authorized official affirming compliance with the steps below at the time of proposal submission. The AQMD reserves the right to request documentation demonstrating compliance with these steps prior to contract execution.
  - 1. Place qualified small-and-minority businesses and women's business enterprises on solicitation lists;
  - 2. Ensure that small-and-minority businesses, and women's business enterprises are solicited whenever they are potential sources including advertising at least ten days in advance of the bid in a variety of media directed to minority-and women-owned business audiences;
  - 3. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small-and-minority business, and women's business enterprises;
  - 4. Establish delivery schedules, where requirements permit, which encourage participation by small-and-minority business, and women's business enterprises; and
  - 5. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- H. To the extent that any conflict exists between this policy and any requirements imposed by federal and state law relating to participation in a contract by a certified MBE/WBE/DVBE as a condition of receipt of federal or state funds, the federal or state requirements shall prevail.
- I. When contracts are not funded in whole or in part by EPA grant funds, a local business preference will be awarded. For such contracts that involve the purchase of commercial off-the-shelf products, local business preference will be given to suppliers or distributors of commercial off-the-shelf products who maintain an ongoing business within the geographical boundaries of the AQMD. However, if the subject matter of the RFP or RFQ

calls for the fabrication or manufacture of custom products, only companies performing 90% of the manufacturing or fabrication effort within the geographical boundaries of the AQMD shall be entitled to the local business preference.

- J. In compliance with federal fair share requirements set forth in 40 CFR 35.6580, the AQMD shall establish a fair share goal annually for expenditures covered by its procurement policy.

## **SECTION V: STATEMENT OF WORK/SCHEDULE OF DELIVERABLES**

The web redesign focuses on the [www.aqmd.gov](http://www.aqmd.gov) site which holds static web content, consisting of html pages and other document types (generally Acrobat pdf, MS Word doc, MS Excel spreadsheets, or MS PowerPoint slide shows). The look and feel of the html pages is governed by cascading style sheets with navigation dropdown menus controlled through JavaScript. The type of content on our site is wide-ranging, addressing several audiences (the regulated community, general public, researchers, and other environmental agencies). Web content includes:

- Rules and regulations.
- Forms (for permitting, compliance reporting, etc.).
- Agenda packages for the monthly Governing Board meetings.
- Agendas for Board committee meetings.
- A general AQMD Calendar of Events and specialty calendars (e.g., Clean Fuels Calendar).
- Information about special programs (lawnmower exchange, permit amnesty, etc.).
- Toxic air pollutant data (such as health risk assessment maps, data from special monitoring studies, etc.).
- Wildfire smoke safety information.
- Public notification information.
- Publications, video and webcast libraries, and sign-up forms for electronic newsletters<sup>1</sup>.
- Training class schedules.
- Test methods and protocols.
- Air quality planning and control plans and studies.
- Searchable permitted facility database.
- And much more.

Web content is developed and maintained using SharePoint Designer 2007, which also provides the mechanism for publishing content between the development, staging, and production environments. We also use a third-party marketing software package, eNewsletter Pro, for newsletter sign-up and conference/event registration as well as maintenance of the resultant subscriber lists. Another third-part software package, SelectSurvey, is used for online surveys and analysis of responses.

Web applications reside on a separate server complex ([www3.aqmd.gov](http://www3.aqmd.gov)). Applications are called from the static pages on [www.aqmd.gov](http://www.aqmd.gov).

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<sup>1</sup> We currently maintain several listserves using Active Subscriber software and a custom sign-up application on our website but plan to migrate these lists to our marketing software, eNewsletter Pro.

AQMD is completing a redesign of the agency's internal website (AIRNet). The new site was developed using Microsoft SharePoint Foundation Server 2010. This project provided some insight into the conversion of an existing html-based web into a structured, content management-style architecture. No changes to AIRNet are included with this request.

Currently, development and staging environments for the AQMD external website are hosted on a single server running Windows Server 2000, IIS v. 5 and Windows Frontpage Extensions. The production website is hosted on a single, similarly constituted server. The infrastructure that AQMD is moving to, which the redesigned website must accommodate, is as follows:

1. Desktop Personal Computers (content contributors)
  - a. Operating System: Windows Vista Business
  - b. Office Productivity Suite: Office 2007 Pro Plus
2. Servers
  - a. Operating System: Windows Server 2008 R2
  - b. Web Server: IIS 7
  - c. Database: SQL Server 2008

#### A. Statement of Work

AQMD's web redesign project comprises both the redesign effort (including analysis and evaluation of current and future web needs, assessment of the information architecture with recommendations for improvement, development of the new web design, migration of existing content, and testing and implementation) and the selection and implementation of a web content management system (CMS).

##### 1. Website Redesign

#### **Design Guidelines**

The design of the website should be welcoming, attractive and easy to navigate. The final version of the design should be a collaborative effort between the AQMD and the selected contractor. The following features reflect requirements for the website design (look and feel, theme, HTML, CSS, etc.):

- The web design must maintain consistency on all pages through the use of unified or common themes, except to differentiate specific programs as requested by AQMD. The design or "branding" of the website shall include a consistent color scheme throughout and a basic shell with modestly sized banner graphics or logos, signature icons, navigation, and action buttons for the main page and sub-pages. It should be apparent that it is AQMD's site on every page, but this must be balanced with the desire for some pages to have flexibility to meet specific needs.
- The web design must be flexible enough to support AQMD's internet for a minimum of three to five years and be cost-effective, easy to use, interactive and architecturally sound.
- The web design should **not** use tables to provide page layout.

- The website should not overwhelm the user with clutter; the look of each page should be as clean as possible while providing relevant information and links to other information on the site.
- The website design should incorporate navigational tools such as graphic navigation buttons or bars offering shortcuts, tabbed or drop down menus grouping related information, and breadcrumbs. Navigational tools should be included on every page. The design should include a link to the AQMD home page link in the same position on each page.
- The web design should accommodate reasonable flexibility in the navigation scheme so that the design does not need to be revamped when changes are made.
- The website design and associated elements must comply with Section 508 of the Rehabilitation Act of 1973 as well as Americans with Disabilities (ADA) Best Practices for Website Accessibility for state and local governments and the Web Content Accessibility Guidelines developed by the Web Accessibility Initiative, a subgroup of the World Wide Web Consortium (W3C).
- Ownership of the website design and all content should be transferred to AQMD upon completion of the project.
- The proposal should include representative web design examples with links to the sites.

### **Other Features/Requirements**

- The website must run efficiently using a variety of modern web browsers, including:
  - Internet Explorer 7 and above.
  - Safari 3 and above.
  - FireFox 2 and above.
  - Google Chrome.
  - Opera 10 and above.
  - Incompatible or legacy browsers (e.g., Internet Explorer 6) should display a message asking visitors to upgrade their browser with links to a suggested alternative.
- The website must support mobile devices.
- The website must include a comprehensive search function for all content on the site. AQMD currently uses Google Site Search but is open to other search applications.
- The site will include a number of static forms for the public and the regulated community to use. The website must have links or embedded plug-ins such as Java and Adobe for opening and viewing these documents and allow the user to download the latest version of certain applications, for example Adobe Reader.
- Existing content must be migrated to the new website.
- Graphical files should be relative to the site and provide for quickest loading. Web pages should be tested with dial-up modems to ensure each web page can be accessed in a timely fashion by users with dial-up capabilities only.
- The contractor must provide on-site training for up to 15 administrator users and up to 100 contributing (content maintaining) users.
- The vendor must provide support services to up to 12 nominated users to assist them with ongoing maintenance of the site.

## **Desired Enhancements**

AQMD is interested in introducing additional features to its website. Proposals may include the contractor's ability to provide the following:

- An event calendar that allows multiple categories and items, with the following features:
  - Single or recurring events
  - Space for full descriptions including the ability to post images, tables and video within the description
  - Ability to view calendars by a list of events, a week view or a month view
  - Ability to filter by category, a start date and an end date, and search for keywords
  - Post events automatically to an RSS feed
  - Importable into major calendar applications
- Content and interactive enhancements, such as: video-on-demand, interactive meetings, conference registration and payment, web-based complaint form, web-based comment form, interactive map of regulated facilities, enhancement of wildfire page(s).
- Improved access to historical air quality data
- Integration of permit and compliance information by facility type on a single page.

Although AQMD has identified specific requirements and desired enhancements for the website redesign, we are also interested in your ideas for features and enhancements to the web design. We encourage respondents to propose alternatives, recommendations and other enhancements.

## **2. Select and Implement a Web Content Management System (CMS)**

AQMD would like to migrate to a web content management system that will further standardize the presentation of information on the website and allow users with little knowledge of web programming languages or markup languages to create and manage website content with relative ease. The proposed web content management system should provide the following capabilities:

### **CMS Guidelines/Desired Features**

- Support multiple contributors, both content developers and administrators
- Allow non-technical content providers to:
  - Add, remove, and edit content using a WYSIWYG editor, including links to other websites
  - Upload images in standard formats (JPG, PNG, GIF), scale images as needed, and place within the content
  - Use page templates to format and develop new content.
- Allow the creation and maintenance of page templates to standardize content look and feel. Changes made to templates should automatically flow to the pages based on the template.

- Support a navigation system which is editable by administrators to facilitate the incorporation of new content or re-organization of existing content as needed.
- Allow administrators to create and assign users to roles, enabling differing levels of content control and authorship, including content approval for publishing.
- Roles should be completely contained within the website infrastructure, and not reliant on the existing borough network security or peer-to-peer connectivity.
- Roles should be able to define permission levels on a per-page or per-field basis
- Automatically create and update a sitemap and on-page breadcrumbs when content is added, edited or removed from the site.
- Provide the ability to organize the site's navigational system into multiple departments and divisions within departments, and the ability to create, update, and delete departments (based on role)
- Allows administrators to set dates and times for automated content publication.
- Allow content to expire on a particular date and time
- Add any number of attachments (such as PDFs) to specific content
- Support photo galleries, including the ability to "page" through a gallery in an intuitive manner
- Support sharing of content with social media: Facebook, Twitter, YouTube, etc.
- Allow creation of functional groupings of web pages or portions of web pages from multiple departments in order to facilitate public access to information that crosses departmental lines.
- Enable or disable comments on content.
- Provide support for content developers and administrators including:
  - Access to support materials including online training manuals, support FAQs, and other forms of customer support
  - Access to live support via e-mail or phone during normal business hours and designated administrators shall have access to live support via phone for emergencies.
- Incorporates a content repository with basic library services, such as check-in/check-out and versioning for multiple content types (including HTML/XHTML, CSS, images, JavaScript, etc.).
- Authentication of users (authors, editors and reviewers) and assignment of permissions.
- Content authoring, through browser-based templates or via conversion from a word processing application.
- Allows for the creation and capture of metadata for both search and administrative purposes.
- Supports AQMD's web production lifecycle with features for creating and customizing workflows for content editing, review, revision, approval, and publishing.
- Conversion to HTML or XML and support of templates for Web rendering.
- Managed delivery of content to Web servers or site management systems.
- Capabilities for multisite and multilingual management.
- Web analytics and reporting capabilities.
- "What you see is what you get" design capabilities with the ability to modify and customize the look, feel and behavior of Web pages independently of content.

- Support for developer, administrator, editor, marketer and author roles in a distributed contribution environment.
- Support for content aggregation and syndication (via APIs, representational state transfer [REST] interfaces, Really Simple Syndication [RSS] or similar protocols).
- Ability to manage rich media in the context of Web efforts.
- Ability to publish content for consumption on various devices.
- Support entry and display of UNICODE-enabled fonts.
- Include APIs and/or SDK for integration with and/or development of third-party or custom web apps.

### 3. Task Outline

The Website redesign project will follow a phased project approach that incorporates planning, analysis and evaluation, information architecture, design, site implementation and integration, quality assurance testing, and launch. It is understood and expected that the project as a whole will involve iteration and parallel development within and among each phase as further detailed in Contractor's proposal and incorporated into the Contract Statement of Work.

#### **Task 1: Analysis and Evaluation.**

Contractor will work with the AQMD's Information Management (IM) and the Web Redesign Committee (Committee) to understand the objectives for the redesign initiative. Contractor will work with the Committee during initial planning to define the scope, requirements, and resources for all the project tasks and to develop a strategy or approach to information design and the end user experience. The Committee will help the Contractor to understand the range of users of AQMD's website in order to better understand the target audience and their constraints. Contractor will analyze and assess the purpose of the Website in achieving AQMD's goals. Contractor will review and document existing website content, architecture, and structure and will develop content inventories. Contractor will review and evaluate the results of existing web metrics from reports generated by AQMD's web analytics tools, surveys, customer service calls/emails, and usability results to better understand how our visitors are accessing and interacting with our site. Contractor will provide AQMD with documentation to support the analysis of AQMD's existing content and organizational architecture and audience(s) (both current and desired).

**Deliverables** for this phase of the project shall be based on industry research, expert analysis, consultation with IM staff, and conversation with Committee members and include:

- A **project plan** (hard copy as well as electronic) which identifies resources for the remaining project activities and finalizes the project schedule/GANTT chart that will be used to manage and execute the entire project;
- A user experience **strategy document** detailing the objectives of the information architecture and usability services and the guiding principles/rationale underlying them;

- An **inventory** that assesses and documents AQMD's existing information architecture and catalogs the current contents of [www.aqmd.gov](http://www.aqmd.gov);
- A **comprehensive written analysis of AQMD's existing online user feedback data** (web server logs and analysis, emails, and other customer service information as available);
- A **document** that summarizes representative user characteristics of all AQMD's on-line audiences and constituencies (e.g., typical needs, behaviors, and information seeking traits and requirements).

## **Task 2: Information Architecture Organization and Development**

Contractor will develop the information architecture that will serve as the underlying structure for AQMD's new web design. In this context, based on industry best practices and the information and analysis completed in Task 1, Contractor shall provide the following services each captured in written deliverable(s):

- Analyze AQMD's existing information architecture and make recommendations for improvements;
- Develop website terminology, nomenclature, and labeling to ensure use of logical and intuitive terminology based on users' knowledge levels;
- Organize site content;
- Develop high-level categorization that is flexible, scalable, and modular;
- Develop wireframes and interface specifications for all content areas and properties to be included in the Website redesign;
- Consult on user interface design options to ensure layout, design, and organization is useful, usable, accessible, and otherwise consistent with the information architecture strategy and objectives established for the website;
- Develop a content migration strategy plan;
- Create high-level and detailed site maps and site navigation strategy; and
- Make recommendations on improving the current image library which stores image files confirmed for use on our website (that is, we hold the rights or have obtained the rights).

## **Task 3: Content Management System (CMS)**

AQMD's current website is primarily composed of static HTML pages. To edit or add content onto an existing page, the file(s) must be manually updated using web content development software (currently, SharePoint Designer 2007). In order to effectively maintain our web pages and to ensure a flexible and sustainable architecture, AQMD would like to transition to a formal, yet modular, system for managing content creation, maintenance and workflow.

Contractor shall evaluate and make recommendations on a CMS strategy and solution for AQMD. AQMD is open to a variety of CMS platforms, including open source technology solutions, provided they integrate with AQMD's infrastructure and can be implemented in a cost-effective manner. Evaluation and recommendation of CMS must include at least six (6) candidates including the following:

- Ektron CMS400.NET



- Microsoft SharePoint 2010
- Sitecore CMS

Criteria used when evaluating CMS packages must include Total Cost of Ownership (TCO) factoring in the existing software owned by AQMD, and training provided to AQMD staff.

Acquisition and implementation of the CMS in AQMD's web environment will be a joint effort by AQMD staff and the Contractor.

#### **Task 4: Design**

Contractor shall design the user interface and graphic design (look and feel) of the website based on industry best practices. Building upon and complementing the user experience strategy and information architecture tasks, Contractor will develop a comprehensive visual design for the website to be inclusive of all content areas and types defined in the earlier phase to implement a flexible, unified design based upon the approved information architecture. The design phase will be performed in an iterative fashion, providing multiple rounds of discussion, presentation, and review by the Redesign Committee and AQMD's executive management of design options, concepts, and prototypes.

**Deliverables** for the design task will include the following:

- Incorporation of AQMD's visual identity and brand into site design principles;
- Iterated rounds of development of multiple **design options, concepts, and prototypes**;
- Development of **visual design templates** for all major content areas, page types and interaction contexts;
- Development of a comprehensive **style guide** that includes Website graphic design, content style, and usage; and
- Generally, suggested designs should be inclusive of all media types (text, image, audio, video, etc.) for publication through all media platforms (including mobile delivery).

#### **Task 5: Website Implementation**

Following the information architecture and design phases of the project, Contractor shall complete and implement the approved website (including CMS) on a turn-key basis for public launch.

**Deliverables** include the following:

- Development of **templates** / page types;
- Development of **functional prototype(s)** for testing and review;
- Assuring that all templates and final page displays (including multimedia components) are accessible and compliant with Section 508 and W3C guidelines;
- Assuring full functionality, operability, and freedom from conflicts and defects;

- Integration within the implemented CMS;
- Final design and **production inventory** of all the text, graphics, audio, video, linkages, and other components of the website including all software, files, and other work product produced pursuant to the contract that clearly distinguishes which components are AQMD content and which (if any) have been obtained, with permission, from other sources; and
- Delivery and installation of **the completed Website** on a designated AQMD server. Contractor will provide **all related materials and work product** (collectively including all original Photoshop, Illustrator or other graphics files, xml, xhtml, dhtml, CSS, cfm, kml, and html files as well as complete Java or JavaScript code, flash, FLA, PSD, PHP, Silverlight, non-proprietary source code, and website production files) on three (3) CD-ROM or DVD-ROM copies or other mutually agreed upon format.

#### **Task 6: Usability Testing**

Contractor shall facilitate and execute user testing of information architecture and implemented designs/website in part and in whole, analyze the results of such testing, and make recommendations as needed.

**Deliverables** should include the following:

- A **usability test plan** that includes measurable usability objectives set in conjunction with the Redesign Committee, a usability test strategy and methodology, and clear definition of all tests, tasks, scenarios, and success criteria;
- Create and administer a **usability test** with selected AQMD staff (e.g., prepare test documents, set-up testing environment, facilitate, and execute usability test) in accordance with the test plan; and
- **Report findings** ranked by severity/criticality/degree(s) of importance including comparative data from the baseline usability testing of original site, prototype testing, and redesigned site testing and Contractor's recommendations.

#### **Task 7: Quality Assurance**

Contractor shall conduct pre-launch website testing based on industry best practices, and subject to AQMD's final review and approval:

- Evaluate site requirements and specifications and develop and implement a **comprehensive quality assurance test plan** to ensure that the website is completely operational, void of defects, and with all conflicts resolved by the launch date;
- Develop manual and automated **test cases/scenarios**;
- Perform and execute the manual and automated QA test cases/scenarios;
- Document **testing results**, resolve all identified errors, conflicts, and bugs, and track/report the **bug/defect resolution**;
- Develop a **maintenance plan** that details expected maintenance tasks as well as detailed, written instructions for AQMD staff to access, add content to,

correct, repair, and/or otherwise modify the website during the initial 12-month warranty period; and

#### **Task 8: Training**

Contractor shall conduct on-site CMS **training** for AQMD staff and document any adjustments and/or modifications anticipated to be made by Contractor. Total staff to be trained include up to 15 administrative users and up to 100 contributing (content development/maintenance) users.

#### **B. Schedule of Deliverables**

Deliverables are noted above in the Statement of Work. As part of the work scope, the contractor will develop a detailed project timeline that includes deliverables.

### **SECTION VI: REQUIRED QUALIFICATIONS**

- A. AQMD considers contractors who have CMS integration and implementation, information architecture development, usability testing, and graphic user interface design among their core competencies to be critical to the success of this project. In addition, the selected Contractor should demonstrate experience in creating and developing websites that employ proven techniques, methodologies, and best practice for web interaction/usability, and demonstrate the ability to work collaboratively with the AQMD. The level of experience as evidenced by successful implementation of projects in other similar or larger agencies is one of the crucial elements of the selection criteria. It is essential that the vendor has the ability to work well in a knowledge transfer mode in addition to actual hands-on work.
- B. Proposer must submit the following:
1. Resumés or similar statement of qualifications of person or persons who will serve as technical and functional leads for the various project tasks.
  2. Review of similar experience with web redesign and implementation of a CMS.
  3. Summary of proposer's general qualifications to meet required qualifications and fulfill statement of work, including additional firm personnel and resources.

### **SECTION VII: PROPOSAL SUBMITTAL REQUIREMENTS**

Submitted proposals must follow the format outlined below and all requested information must be supplied. Failure to submit proposals in the required format will result in elimination from proposal evaluation.

Each proposal must be submitted in three separate volumes:

- Volume I - Technical Proposal
- Volume II - Cost Proposal

- Volume III - Certifications and Representations included in Attachment A to this RFP, should be executed by an authorized official of the Contractor.

A separate cover letter including the name, address, and telephone number of the contractor, and signed by the person or persons authorized to represent the firm should accompany the proposal submission. Firm contact information as follows should also be included in the cover letter:

1. Address and telephone number of office in, or nearest to, Diamond Bar, California.
2. Name and title of firm's representative designated as contact.

A separate Table of Contents should be provided for Volumes I and II.

## **VOLUME I - TECHNICAL PROPOSAL**

### **DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL VOLUME**

Summary (Section A) – State overall approach to meeting the objectives and satisfying the scope of work to be performed, the sequence of activities, and a description of methodology or techniques to be used.

Scope of Work (Section B) – Describe the work scope in detail by task as defined in Section V of this RFP. Provide detailed descriptions of the activities and delivered products associated with each task.

Program Schedule (Section B) – Provide projected milestones or benchmarks for submitting reports within the total time allowed.

Project Organization (Section C) – Describe the proposed management structure, program monitoring procedures, and organization of the proposed team.

Qualifications (Section D) – Describe the technical capabilities of the firm. Provide references of other similar studies performed during the last five years demonstrating ability to successfully complete the project. Include contact name, title, and telephone number for any references listed. Provide a statement of your firm's background and experience in performing similar projects for other governmental organizations.

Assigned Personnel (Section E) – Provide the following information on the staff to be assigned to this project:

1. List all key personnel assigned to the project by level and name. Provide a resume or similar statement of the qualifications of the lead person and all persons assigned to the project. Substitution of project manager or lead personnel will not be permitted without prior written approval of AQMD.
2. Provide a spreadsheet of the labor hours proposed for each labor category at the task level.
3. Provide a statement indicating whether or not 90% of the work will be performed within the geographical boundaries of the AQMD.

4. Provide a statement of the education and training program provided by, or required of, the staff identified for participation in the project, particularly with reference to management consulting, governmental practices and procedures, and technical matters.
5. Provide a summary of your firm's general qualifications to meet required qualifications and fulfill statement of work, including additional firm personnel and resources beyond those who may be assigned to the project.

Subcontractors (Section F) – This project may require expertise in multiple technical areas. List any subcontractors that may be used and the work to be performed by them.

Conflict of Interest (Section G) – Address possible conflicts of interest with other clients affected by actions performed by the firm on behalf of AQMD. Although the Proposer will not be automatically disqualified by reason of work performed for such firms, AQMD reserves the right to consider the nature and extent of such work in evaluating the proposal.

Additional Data (Section H) – Provide other essential data that may assist in the evaluation of this proposal.

## **VOLUME II - COST PROPOSAL**

Name and Address - The Cost Proposal must list the name and complete address of the Proposer in the upper left-hand corner.

Cost Proposal – AQMD anticipates awarding a fixed price contract. Cost information must be provided as listed below:

1. Detail must be provided by the following categories:
  - A. Labor - List the total number of hours and the hourly billing rate for each level of professional staff. A breakdown of the proposed billing rates must identify the direct labor rate, overhead rate and amount, fringe benefit rate and amount, General and Administrative rate and amount, and proposed profit or fee. Provide a basis of estimate justifying the proposed labor hours and proposed labor mix.
  - B. Subcontractor Costs - List subcontractor costs and identify subcontractors by name. Itemize subcontractor charges per hour or per day.
  - C. Travel Costs - Indicate amount of travel cost and basis of estimate to include trip destination, purpose of trip, length of trip, airline fare or mileage expense, per diem costs, lodging and car rental.
  - D. Other Direct Costs -This category may include such items as postage and mailing expense, printing and reproduction costs, etc. Provide a basis of estimate for these costs.

## **VOLUME III - CERTIFICATIONS AND REPRESENTATIONS** (see Attachment A to this RFP)

**{CERTIFICATIONS AND REPRESENTATIONS MUST BE INCLUDED IN YOUR RFP}**

## **SECTION VIII: PROPOSAL SUBMISSION**

All proposals must be submitted according to specifications set forth in the section above. Failure to adhere to these specifications may be cause for rejection of proposal.

Signature - All proposals should be signed by an authorized representative of the Proposer.

Due Date - The Proposer shall submit **seven (7)** complete copies of the proposal and an electronic copy on a disk or flash drive in a sealed envelope, plainly marked in the upper left-hand corner with the name and address of the Proposer and the words "Request for Proposals #201X-XX." **All proposals are due no later than 5:00 p.m., December 9, 2011, and should be directed to:**

Procurement Unit  
South Coast Air Quality Management District  
21865 Copley Drive  
Diamond Bar, CA 91765-4178  
(909) 396-3520

**Late bids/proposals will not be accepted under any circumstances.** Any correction or resubmission done by the Proposer will not extend the submittal due date.

Grounds for Rejection - A proposal may be immediately rejected if:

- It is not prepared in the format described, or
- It is signed by an individual not authorized to represent the firm.

Disposition of Proposals - AQMD reserves the right to reject any or all proposals. All responses become the property of AQMD. One copy of the proposal shall be retained for AQMD files. Additional copies and materials will be returned only if requested and at the proposer's expense.

Modification or Withdrawal - Once submitted, proposals cannot be altered without the prior written consent of AQMD. All proposals shall constitute firm offers and may not be withdrawn for a period of ninety (90) days following the last day to accept proposals.

## **SECTION IX: PROPOSAL EVALUATION/CONTRACTOR SELECTION CRITERIA**

- A. Proposals will be evaluated by a panel of three to five AQMD staff members familiar with the subject matter of the project. The panel shall be appointed by the Executive Officer or his designee. In addition, the evaluation panel may include such outside public sector or academic community expertise as deemed desirable by the Executive Officer. The panel will make a recommendation to the Executive Officer and/or the Governing Board of the AQMD for final selection of a contractor and negotiation of a contract.
- B. Each member of the evaluation panel shall be accorded equal weight in his or her rating of proposals. The evaluation panel members shall evaluate the proposals according to the specified criteria and numerical weightings set forth below.

## 1. Proposal Evaluation Criteria

(a) <u>Basic Criteria</u>	<u>Points</u>
Understanding the Problem	20
Technical/Management Approach	20
Contractor Qualifications	20
Previous Experience on Similar Projects	10
Cost	<u>30</u>
TOTAL	100
(b) <u>Additional Points</u>	
Small Business or Small Business Joint Venture	10
DVBE or DVBE Joint Venture	10
Use of DVBE or Small Business Subcontractors	7
Low-Emission Vehicle Business	5
Local Business (Non-EPA Funded Projects Only)	5
Off-Peak Hours Delivery Business	2

**The cumulative points awarded for small business, DVBE, use of small business or DVBE subcontractors, low-emission vehicle business, local business, and off-peak hours delivery business shall not exceed 15 points.**

**Note: The award of these additional points shall be contingent upon Proposer completing the Self-Certification section of Attachment A – Certifications and Representations and/or inclusion of a statement in the proposal self-certifying that Proposer qualifies for additional points as detailed above.**

2. To receive additional points in the evaluation process for the categories of Small Business or Small Business Joint Venture, DVBE or DVBE Joint Venture or Local Business (for non-EPA funded projects), the proposer must submit a self-certification or certification from the State of California Office of Small Business Certification and Resources at the time of proposal submission certifying that the proposer meets the requirements set forth in Section III. To receive points for the use of DVBE and/or Small Business subcontractors, at least 25 percent of the total contract value must be subcontracted to DVBEs and/or Small Businesses. To receive points as a Low-Emission Vehicle Business, the proposer must demonstrate to the Executive Officer, or designee, that supplies and materials delivered to the AQMD are delivered in vehicles that operate on either clean-fuels or if powered by diesel fuel, that the vehicles have particulate traps installed. To receive points as an Off-Peak Hours Delivery

Business, the proposer must submit, at proposal submission, certification of its commitment to delivering supplies and materials to AQMD between the hours of 10:00 a.m. and 3:00 p.m. The cumulative points awarded for small business, DVBE, use of Small Business or DVBE Subcontractors, Local Business, Low-Emission Vehicle Business and Off-Peak Hour Delivery Business shall not exceed 15 points.

The Procurement Section will be responsible for monitoring compliance of suppliers awarded purchase orders based upon use of low-emission vehicles or off-peak traffic hour delivery commitments through the use of vendor logs which will identify the contractor awarded the incentive. The purchase order shall incorporate terms which obligate the supplier to deliver materials in low-emission vehicles or deliver during off-peak traffic hours. The Receiving department will monitor those qualified supplier deliveries to ensure compliance to the purchase order requirements. Suppliers in non-compliance will be subject to a two percent of total purchase order value penalty. The Procurement Manager will adjudicate any disputes regarding either low-emission vehicle or off-peak hour deliveries.

3. For procurement of Research and Development (R & D) projects or projects requiring technical or scientific expertise or special projects requiring unique knowledge and abilities, technical factors including past experience shall be weighted at 70 points and cost shall be weighted at 30 points. A proposal must receive at least 56 out of 70 points on R & D projects and projects requiring technical or scientific expertise or special projects requiring unique knowledge and abilities, in order to be deemed qualified for award.
  4. The lowest cost proposal will be awarded the maximum cost points available and all other cost proposals will receive points on a prorated basis. For example if the lowest cost proposal is \$1,000 and the maximum points available are 30 points, this proposal would receive the full 30 points. If the next lowest cost proposal is \$1,100 it would receive 27 points reflecting the fact that it is 10% higher than the lowest cost (90% of 30 points = 27 points).
- C. During the selection process the evaluation panel may wish to interview some proposers for clarification purposes only. No new material will be permitted at this time.
- D. The Executive Officer or Governing Board may award the contract to a proposer other than the proposer receiving the highest rating in the event the Governing Board determines that another proposer from among those technically qualified would provide the best value to AQMD considering cost and technical factors. The determination shall be based solely on the Evaluation Criteria contained in the Request for Proposal (RFP), on evidence provided in the proposal and on any other evidence provided during the bid review process. Evidence provided during the bid review process is limited to clarification by the Proposer of information presented in his/her proposal.



- E. Selection will be made based on the above-described criteria and rating factors. The selection will be made by and is subject to Executive Officer or Governing Board approval. Proposers may be notified of the results by letter.
- F. The Governing Board has approved a Bid Protest Procedure which provides a process for a bidder or prospective bidder to submit a written protest to the AQMD Procurement Manager in recognition of two types of protests: Protest Regarding Solicitation and Protest Regarding Award of a Contract. Copies of the Bid Protest Policy can be secured through a request to the AQMD Procurement Department.
- G. The Executive Officer or Governing Board may award contracts to more than one proposer if in (his or their) sole judgment the purposes of the (contract or award) would best be served by selecting multiple proposers.
- H. If additional funds become available, the Executive Officer or Governing Board may increase the amount awarded. The Executive Officer or Governing Board may also select additional proposers for a grant or contract if additional funds become available.
- I. Upon mutual agreement of the parties of any resultant contract from this RFP, the original contract term may be extended.

**SECTION X:            DRAFT CONTRACT (Provided as a sample only)**



**South Coast  
Air Quality Management District**

1. PARTIES - The parties to this Contract are the South Coast Air Quality Management District (referred to here as "AQMD") whose address is 21865 Copley Drive, Diamond Bar, California 91765-4178, and \*\*\* (referred to here as "CONTRACTOR") whose address is \*\*\*.
2. RECITALS
  - A. AQMD is the local agency with primary responsibility for regulating stationary source air pollution in the South Coast Air Basin in the State of California. AQMD is authorized to enter into this Contract under California Health and Safety Code Section 40489. AQMD desires to contract with CONTRACTOR for services described in Attachment 1 - Statement of Work, attached here and made a part here by this reference. CONTRACTOR warrants that it is well-qualified and has the experience to provide such services on the terms set forth here.
  - B. CONTRACTOR is authorized to do business in the State of California and attests that it is in good tax standing with the California Franchise Tax Board.
  - C. All parties to this Contract have had the opportunity to have this Contract reviewed by their attorney.
  - D. CONTRACTOR agrees to obtain the required licenses, permits, and all other appropriate legal authorizations from all applicable federal, state and local jurisdictions and pay all applicable fees.
3. PERFORMANCE REQUIREMENTS
  - A. CONTRACTOR warrants that it holds all necessary and required licenses and permits to provide these services. CONTRACTOR further agrees to immediately notify AQMD in writing of any change in its licensing status.
  - B. CONTRACTOR shall submit reports to AQMD as outlined in Attachment 1 - Statement of Work. All reports shall be submitted in an environmentally friendly format: recycled paper; stapled, not bound; black and white, double-sided print; and no three-ring, spiral, or plastic binders or cardstock covers. AQMD reserves the right to review, comment, and request changes to any report produced as a result of this Contract.
  - C. CONTRACTOR shall perform all tasks set forth in Attachment 1 - Statement of Work, and shall not engage, during the term of this Contract, in any performance of work that is in direct or indirect conflict with duties and responsibilities set forth in Attachment 1 - Statement of Work.
  - D. CONTRACTOR shall be responsible for exercising the degree of skill and care customarily required by accepted professional practices and procedures subject to AQMD's final approval which AQMD will not unreasonably withhold. Any costs incurred due to the failure to meet the foregoing standards, or otherwise defective services which require re-performance, as directed by AQMD, shall be the responsibility of CONTRACTOR. CONTRACTOR's failure to achieve the performance goals and objectives stated in Attachment 1- Statement of Work, is not a basis for requesting re-performance unless work conducted by CONTRACTOR is deemed by AQMD to have failed the foregoing standards of performance.
  - E. CONTRACTOR shall post a performance bond in the amount of \*\*\* Dollars (\$\*\*\*) from a surety authorized to issue such bonds within the State. **[USE IF REQUIRED]**
  - F. AQMD has the right to review the terms and conditions of the performance bond and to request modifications thereto which will ensure that AQMD will be compensated in the event CONTRACTOR fails to perform and also provides AQMD with the opportunity to review the qualifications of the entity

designated by the issuer of the performance bond to perform in CONTRACTOR's absence and, if necessary, the right to reject such entity. [USE IF REQUIRED]

G. CONTRACTOR shall ensure, through its contracts with any subcontractor(s), that employees and agents performing under this Contract shall abide by the requirements set forth in this clause.

4. TERM - The term of this Contract is from the date of execution by both parties (or insert date) to \*\*\*, unless further extended by amendment of this Contract in writing. No work shall commence until this Contract is fully executed by all parties.

5. TERMINATION

A. In the event any party fails to comply with any term or condition of this Contract, or fails to provide services in the manner agreed upon by the parties, including, but not limited to, the requirements of Attachment 1 – Statement of Work, this failure shall constitute a breach of this Contract. The non-breaching party shall notify the breaching party that it must cure this breach or provide written notification of its intention to terminate this contract. Notification shall be provided in the manner set forth in Clause 11. The non-breaching party reserves all rights under law and equity to enforce this contract and recover damages.

B. AQMD reserves the right to terminate this Agreement, in whole or in part, without cause, upon thirty (30) days' written notice. Once such notice has been given, CONTRACTOR shall, except as and to the extent or directed otherwise by AQMD, discontinue any Work being performed under this Agreement and cancel any of CONTRACTOR's orders for materials, facilities, and supplies in connection with such Work, and shall use its best efforts to procure termination of existing subcontracts upon terms satisfactory to AQMD. Thereafter, CONTRACTOR shall perform only such services as may be necessary to preserve and protect any Work already in progress and to dispose of any property as requested by AQMD.

C. CONTRACTOR shall be paid in accordance with this Agreement for all work performed before the effective date of termination under Clause 5.B. Before expiration of the thirty (30) days' written notice, CONTRACTOR shall promptly deliver to AQMD all copies of documents and other information and data prepared or developed by CONTRACTOR under this Agreement with the exception of a record copy of such materials, which may be retained by CONTRACTOR.

6. INSURANCE

A. CONTRACTOR shall furnish evidence to AQMD of workers' compensation insurance for each of its employees, in accordance with either California or other states' applicable statutory requirements prior to commencement of any work on this Contract.

B. CONTRACTOR shall furnish evidence to AQMD of general liability insurance with a limit of at least \$1,000,000 per occurrence, and \$2,000,000 in a general aggregate prior to commencement of any work on this Contract. AQMD shall be named as an additional insured on any such liability policy, and thirty (30) days written notice prior to cancellation of any such insurance shall be given by CONTRACTOR to AQMD.

C. CONTRACTOR shall furnish evidence to AQMD of automobile liability insurance with limits of at least \$100,000 per person and \$300,000 per accident for bodily injuries, and \$50,000 in property damage, or \$1,000,000 combined single limit for bodily injury or property damage, prior to commencement of any work on this Contract. AQMD shall be named as an additional insured on any such liability policy, and thirty (30) days written notice prior to cancellation of any such insurance shall be given by CONTRACTOR to AQMD.

D. CONTRACTOR shall furnish evidence to AQMD of Professional Liability Insurance with an aggregate limit of not less than \$5,000,000. [OPTIONAL FOR PROFESSIONAL SERVICES]

- E. If CONTRACTOR fails to maintain the required insurance coverage set forth above, AQMD reserves the right either to purchase such additional insurance and to deduct the cost thereof from any payments owed to CONTRACTOR or terminate this Contract for breach.
- F. All insurance certificates should be mailed to: AQMD Risk Management, 21865 Copley Drive, Diamond Bar, CA 91765-4178. **The AQMD Contract Number must be included on the face of the certificate.**
- G. CONTRACTOR must provide updates on the insurance coverage throughout the term of the Contract to ensure that there is no break in coverage during the period of contract performance. Failure to provide evidence of current coverage shall be grounds for termination for breach of Contract.

7. INDEMNIFICATION - CONTRACTOR agrees to hold harmless, defend and indemnify AQMD, its officers, employees, agents, representatives, and successors-in-interest against any and all loss, damage, costs, lawsuits, demands, judgments, legal fees, or any other expenses incurred or required to be paid by AQMD, its officers, employees, agents, representatives, or successors-in-interest arising from or related to any injury to persons or damage to property caused directly or indirectly, in whole or in part, by any willful or negligent act or omission of CONTRACTOR, its employees, subcontractors, agents or representatives in the performance of this Contract.

8. CO-FUNDING [USE IF REQUIRED]

- A. CONTRACTOR shall obtain co-funding as follows: \*\*\* , \*\*\* Dollars (\$\*\*\*); \*\*\* , \*\*\* Dollars (\$\*\*\*); \*\*\* , \*\*\* Dollars (\$\*\*\*); \*\*\* , \*\*\* Dollars (\$\*\*\*); \*\*\* , \*\*\* Dollars (\$\*\*\*); and \*\*\* , \*\*\* Dollars (\$\*\*\*).
- B. If CONTRACTOR fails to obtain co-funding in the amount(s) referenced above, then AQMD reserves the right to renegotiate or terminate this Contract.
- C. CONTRACTOR shall provide co-funding in the amount of \*\*\* Dollars (\$\*\*\*) for this project. If CONTRACTOR fails to provide this co-funding, then AQMD reserves the right to renegotiate or terminate this Contract.

9. PAYMENT

[FIXED PRICE]-use this one or the T&M one below.

- A. AQMD shall pay CONTRACTOR a fixed price of \*\*\* Dollars (\$\*\*\*) for work performed under this Contract in accordance with Attachment 2 - Payment Schedule, attached here and included here by reference. Payment shall be made by AQMD to CONTRACTOR within thirty (30) days after approval by AQMD of an invoice prepared and furnished by CONTRACTOR showing services performed and referencing tasks and deliverables as shown in Attachment 1 - Statement of Work, and the amount of charge claimed. Each invoice must be prepared in duplicate, on company letterhead, and list AQMD's Contract number, period covered by invoice, and CONTRACTOR's social security number or Employer Identification Number and submitted to: South Coast Air Quality Management District, Attn: \*\*\*.
- B. An amount equal to ten percent (10%) shall be withheld from all charges paid until satisfactory completion and final acceptance of work by AQMD. [OPTIONAL]
- C. AQMD reserves the right to disallow charges when the invoiced services are not performed satisfactorily in AQMD sole judgment.

[T & M]-use this one or the Fixed Price one above.

- A. AQMD shall pay CONTRACTOR a total not to exceed amount of \*\*\* Dollars (\$\*\*\*), including any authorized travel-related expenses, for time and materials at rates in accordance with Attachment 2 – Cost Schedule, attached here and included here by this reference. Payment of charges shall be made by AQMD to CONTRACTOR within thirty (30) days after approval by AQMD of an itemized invoice prepared and furnished by CONTRACTOR referencing line item expenditures as listed in Attachment 2 and the amount of charge claimed. Each invoice must be prepared in duplicate, on company letterhead, and list AQMD's Contract number, period covered by invoice, and CONTRACTOR's social security number or

Employer Identification Number and submitted to: South Coast Air Quality Management District, Attn:

\*\*\*

- B. CONTRACTOR shall adhere to total tasks and/or cost elements (cost category) expenditures as listed in Attachment 2. Reallocation of costs between tasks and/or cost category expenditures is permitted up to One Thousand Dollars (\$1,000) upon prior written approval from AQMD. Reallocation of costs in excess of One Thousand Dollars (\$1,000) between tasks and/or cost category expenditures requires an amendment to this Contract.
  - C. AQMD's payment of invoices shall be subject to the following limitations and requirements:
    - i) Charges for equipment, material, and supply costs, travel expenses, subcontractors, and other charges, as applicable, must be itemized by CONTRACTOR. Reimbursement for equipment, material, supplies, subcontractors, and other charges shall be made at actual cost. Supporting documentation must be provided for all individual charges (with the exception of direct labor charges provided by CONTRACTOR). AQMD's reimbursement of travel expenses and requirements for supporting documentation are listed below.
    - ii) CONTRACTOR's failure to provide receipts shall be grounds for AQMD's non-reimbursement of such charges. AQMD may reduce payments on invoices by those charges for which receipts were not provided.
    - iii) AQMD shall not pay interest, fees, handling charges, or cost of money on Contract.
  - D. AQMD shall reimburse CONTRACTOR for travel-related expenses only if such travel is expressly set forth in Attachment 2 – Cost Schedule of this Contract or pre-authorized by AQMD in writing.
    - i) AQMD's reimbursement of travel-related expenses shall cover lodging, meals, other incidental expenses, and costs of transportation subject to the following limitations:
      - Air Transportation - Coach class rate for all flights. If coach is not available, business class rate is permissible.
      - Car Rental - A compact car rental. A mid-size car rental is permissible if car rental is shared by three or more individuals.
      - Lodging - Up to One Hundred Fifty Dollars (\$150) per night. A higher amount of reimbursement is permissible if pre-approved by AQMD.
      - Meals - Daily allowance is Fifty Dollars (\$50.00).
    - ii) Supporting documentation shall be provided for travel-related expenses in accordance with the following requirements:
      - Lodging, Airfare, Car Rentals - Bill(s) for actual expenses incurred.
      - Meals - Meals billed in excess of \$50.00 each day require receipts or other supporting documentation for the total amount of the bill and must be approved by AQMD.
      - Mileage - Beginning each January 1, the rate shall be adjusted effective February 1 by the Chief Financial Officer based on the Internal Revenue Service Standard Mileage Rate
      - Other travel-related expenses - Receipts are required for all individual items.
  - E. AQMD reserves the right to disallow charges when the invoiced services are not performed satisfactorily in AQMD sole judgment.
10. INTELLECTUAL PROPERTY RIGHTS - Title and full ownership rights to any software, documents, or reports developed under this Contract shall at all times remain with AQMD. Such material is agreed to be AQMD proprietary information.
- A. Rights of Technical Data - AQMD shall have the unlimited right to use technical data, including material designated as a trade secret, resulting from the performance of services by CONTRACTOR under this Contract. CONTRACTOR shall have the right to use technical data for its own benefit.
  - B. Copyright - CONTRACTOR agrees to grant AQMD a royalty-free, nonexclusive, irrevocable license to produce, translate, publish, use, and dispose of all copyrightable material first produced or composed in the performance of this Contract.

11. NOTICES - Any notices from either party to the other shall be given in writing to the attention of the persons listed below, or to other such addresses or addressees as may hereafter be designated in writing for notices by either party to the other. Notice shall be given by certified, express, or registered mail, return receipt requested, and shall be effective as of the date of receipt indicated on the return receipt card.

AQMD: South Coast Air Quality Management District  
21865 Copley Drive  
Diamond Bar, CA 91765-4178  
Attn: \*\*\*

CONTRACTOR: \*\*\*  
\*\*\*  
\*\*\*  
Attn: \*\*\*

12. EMPLOYEES OF CONTRACTOR

- A. AQMD reserves the right to review the resumes of any of CONTRACTOR employees, and/or any subcontractors selected to perform the work specified here and to disapprove CONTRACTOR choices. CONTRACTOR warrants that it will employ no subcontractor without written approval from AQMD. CONTRACTOR shall be responsible for the cost of regular pay to its employees, as well as cost of vacation, vacation replacements, sick leave, severance pay and pay for legal holidays.
- B. CONTRACTOR, its officers, employees, agents, representatives or subcontractors shall in no sense be considered employees or agents of AQMD, nor shall CONTRACTOR, its officers, employees, agents, representatives or subcontractors be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by AQMD to its employees.
- C. AQMD requires Contractor to be in compliance with all state and federal laws and regulations with respect to its employees throughout the term of this Contract, including state minimum wage laws and OSHA requirements.

13. CONFIDENTIALITY - It is expressly understood and agreed that AQMD may designate in a conspicuous manner the information which CONTRACTOR obtains from AQMD as confidential. CONTRACTOR agrees to:

- A. Observe complete confidentiality with respect to such information, including without limitation, agreeing not to disclose or otherwise permit access to such information by any other person or entity in any manner whatsoever, except that such disclosure or access shall be permitted to employees or subcontractors of CONTRACTOR requiring access in fulfillment of the services provided under this Contract.
- B. Ensure that CONTRACTOR's officers, employees, agents, representatives, and independent contractors are informed of the confidential nature of such information and to assure by agreement or otherwise that they are prohibited from copying or revealing, for any purpose whatsoever, the contents of such information or any part thereof, or from taking any action otherwise prohibited under this clause.
- C. Not use such information or any part thereof in the performance of services to others or for the benefit of others in any form whatsoever whether gratuitously or for valuable consideration, except as permitted under this Contract.
- D. Notify AQMD promptly and in writing of the circumstances surrounding any possession, use, or knowledge of such information or any part thereof by any person or entity other than those authorized by this clause.

- E. Take at CONTRACTOR expense, but at AQMD's option and in any event under AQMD's control, any legal action necessary to prevent unauthorized use of such information by any third party or entity which has gained access to such information at least in part due to the fault of CONTRACTOR.
- F. Take any and all other actions necessary or desirable to assure such continued confidentiality and protection of such information.
- G. Prevent access to such information by any person or entity not authorized under this Contract.
- H. Establish specific procedures in order to fulfill the obligations of this clause.
- I. Notwithstanding the above, nothing herein is intended to abrogate or modify the provisions of Government Code Section 6250 et seq. (Public Records Act).

14. PUBLICATION

- A. AQMD shall have the right of prior written approval of any document which shall be disseminated to the public by CONTRACTOR in which CONTRACTOR utilized information obtained from AQMD in connection with performance under this Contract.
- B. Information, data, documents, or reports developed by CONTRACTOR for AQMD, pursuant to this Contract, shall be part of AQMD public record unless otherwise indicated. CONTRACTOR may use or publish, at its own expense, such information provided to AQMD. The following acknowledgment of support and disclaimer must appear in each publication of materials, whether copyrighted or not, based upon or developed under this Contract.

"This report was prepared as a result of work sponsored, paid for, in whole or in part, by the South Coast Air Quality Management District (AQMD). The opinions, findings, conclusions, and recommendations are those of the author and do not necessarily represent the views of AQMD. AQMD, its officers, employees, contractors, and subcontractors make no warranty, expressed or implied, and assume no legal liability for the information in this report. AQMD has not approved or disapproved this report, nor has AQMD passed upon the accuracy or adequacy of the information contained herein."

- C. CONTRACTOR shall inform its officers, employees, and subcontractors involved in the performance of this Contract of the restrictions contained herein and require compliance with the above.

15. NON-DISCRIMINATION - In the performance of this Contract, CONTRACTOR shall not discriminate in recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, or physical or mental disability and shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), and all administrative rules and regulations issued pursuant to said Acts and Order. CONTRACTOR shall likewise require each subcontractor to comply with this clause and shall include in each such subcontract language similar to this clause.

16. SOLICITATION OF EMPLOYEES - CONTRACTOR expressly agrees that CONTRACTOR shall not, during the term of this Contract, nor for a period of six months after termination, solicit for employment, whether as an employee or independent contractor, any person who is or has been employed by AQMD during the term of this Contract without the consent of AQMD.

17. PROPERTY AND SECURITY - Without limiting CONTRACTOR obligations with regard to security, CONTRACTOR shall comply with all the rules and regulations established by AQMD for access to and activity in and around AQMD premises.

18. ASSIGNMENT - The rights granted hereby may not be assigned, sold, licensed, or otherwise transferred by either party without the prior written consent of the other, and any attempt by either party to do so shall be void upon inception.
19. NON-EFFECT OF WAIVER - The failure of CONTRACTOR or AQMD to insist upon the performance of any or all of the terms, covenants, or conditions of this Contract, or failure to exercise any rights or remedies hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants, or conditions, or of the future exercise of such rights or remedies, unless otherwise provided for herein.
20. ATTORNEYS' FEES - In the event any action is filed in connection with the enforcement or interpretation of this Contract, each party shall bear its own attorneys' fees and costs.
21. FORCE MAJEURE - Neither AQMD nor CONTRACTOR shall be liable or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of AQMD or CONTRACTOR.
22. SEVERABILITY - In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be unenforceable in any respect by a court of competent jurisdiction, such holding shall not affect any other provisions of this Contract, and the Contract shall then be construed as if such unenforceable provisions are not a part hereof.
23. HEADINGS - Headings on the clauses of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.
24. DUPLICATE EXECUTION - This Contract is executed in duplicate. Each signed copy shall have the force and effect of an original.
25. GOVERNING LAW - This Contract shall be construed and interpreted and the legal relations created thereby shall be determined in accordance with the laws of the State of California. Venue for resolution of any disputes under this Contract shall be Los Angeles County, California.
26. CITIZENSHIP AND ALIEN STATUS
  - A. CONTRACTOR warrants that it fully complies with all laws regarding the employment of aliens and others, and that its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). CONTRACTOR shall obtain from all covered employees performing services hereunder all verification and other documentation of employees' eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. CONTRACTOR shall have a continuing obligation to verify and document the continuing employment authorization and authorized alien status of employees performing services under this Contract to insure continued compliance with all federal statutes and regulations.
  - B. Notwithstanding paragraph A above, CONTRACTOR, in the performance of this Contract, shall not discriminate against any person in violation of 8 USC Section 1324b.
  - C. CONTRACTOR shall retain such documentation for all covered employees for the period described by law. CONTRACTOR shall indemnify, defend, and hold harmless AQMD, its officers and employees from



employer sanctions and other liability which may be assessed against CONTRACTOR or AQMD, or both in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

27. FEDERAL FAIR SHARE POLICY - As a recipient of Environmental Protection Agency (EPA) grant funds, AQMD is required to flow down to all of its contractors the provisions of 40 CFR Section 31.36(e) which addresses affirmative steps for contracting with small-and-minority firms, women's business enterprises, and labor surplus area firms. CONTRACTOR agrees to comply with these provisions.
28. REQUIREMENT FOR FILING STATEMENT OF ECONOMIC INTERESTS - In accordance with the Political Reform Act of 1974 (Government Code Sec. 81000 et seq.) and regulations issued by the Fair Political Practices Commission (FPPC), AQMD has determined that the nature of the work to be performed under this Contract requires CONTRACTOR to submit a Form 700, Statement of Economic Interests for Designated Officials and Employees, for each of its employees assigned to work on this Contract. These forms may be obtained from AQMD's District Counsel's office. **[USE IF REQUIRED]**
29. COMPLIANCE WITH SINGLE AUDIT ACT REQUIREMENTS **[OPTIONAL - TO BE INCLUDED IN CONTRACTS WITH FOR-PROFIT CONTRACTORS WHICH HAVE FEDERAL PASS-THROUGH FUNDING]** - During the term of the Contract, and for a period of three (3) years from the date of Contract expiration, and if requested in writing by the AQMD, CONTRACTOR shall allow the AQMD, its designated representatives and/or the cognizant Federal Audit Agency, access during normal business hours to all records and reports related to the work performed under this Contract. CONTRACTOR assumes sole responsibility for reimbursement to the Federal Agency funding the prime grant or contract, a sum of money equivalent to the amount of any expenditures disallowed should the AQMD, its designated representatives and/or the cognizant Federal Audit Agency rule through audit exception or some other appropriate means that expenditures from funds allocated to the CONTRACTOR were not made in compliance with the applicable cost principles, regulations of the funding agency, or the provisions of this Contract.

**[OPTIONAL - TO BE INCLUDED IN CONTRACTS WITH NON-PROFIT CONTRACTORS WHICH HAVE FEDERAL PASS-THROUGH FUNDING]** - Beginning with CONTRACTOR's current fiscal year and continuing through the term of this Contract, CONTRACTOR shall have a single or program-specific audit conducted in accordance with the requirements of the Office of Management and Budget (OMB) Circular A-133 (Audits of States, Local Governments and Non-Profit Organizations), if CONTRACTOR expended Five Hundred Thousand Dollars (\$500,000) or more in a year in Federal Awards. Such audit shall be conducted by a firm of independent accountants in accordance with Generally Accepted Government Audit Standards (GAGAS). Within thirty (30) days of Contract execution, CONTRACTOR shall forward to AQMD the most recent A-133 Audit Report issued by its independent auditors. Subsequent A-133 Audit Reports shall be submitted to the AQMD within thirty (30) days of issuance.

CONTRACTOR shall allow the AQMD, its designated representatives and/or the cognizant Federal Audit Agency, access during normal business hours to all records and reports related to the work performed under this Contract. CONTRACTOR assumes sole responsibility for reimbursement to the Federal Agency funding the prime grant or contract, a sum of money equivalent to the amount of any expenditures disallowed should the AQMD, its designated representatives and/or the cognizant Federal Audit Agency rule through audit exception or some other appropriate means that expenditures from funds allocated to the CONTRACTOR were not made in compliance with the applicable cost principles, regulations of the funding agency, or the provisions of this Contract.

30. OPTION TO EXTEND THE TERM OF THE CONTRACT - AQMD reserves the right to extend the contract for a one-year period commencing \*\*\*\*\* (enter date) at the (option price or Not-to-Exceed Amount) set forth in Attachment 2. In the event that AQMD elects to extend the contract, a written notice of its intent to extend the contract shall be provided to CONTRACTOR no later than thirty (30) days prior to Contract expiration. **[USE IF REQUIRED]**
31. KEY PERSONNEL - *insert person's name* is deemed critical to the successful performance of this Contract. Any changes in key personnel by CONTRACTOR must be approved by AQMD. All substitute personnel must possess qualifications/experience equal to the original named key personnel and must be approved by AQMD. AQMD reserves the right to interview proposed substitute key personnel. **[USE IF REQUIRED]**
32. PREVAILING WAGES – **[USE FOR INFRASTRUCTURE PROJECTS]** CONTRACTOR is alerted to the prevailing wage requirements of California Labor Code section 1770 et seq. Copies of the prevailing rate of per diem wages are on file at the AQMD's headquarters, of which shall be made available to any interested party on request. Notwithstanding the preceding sentence, CONTRACTOR shall be responsible for determining the applicability of the provisions of California Labor Code and complying with the same, including, without limitation, obtaining from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work, making the same available to any interested party upon request, paying any applicable prevailing rates, posting copies thereof at the job site and flowing all applicable prevailing wage rate requirements to its subcontractors. CONTRACTOR shall indemnify, defend and hold harmless the South Coast Air Quality Management District against any and all claims, demands, damages, defense costs or liabilities based on failure to adhere to the above referenced statutes.
33. APPROVAL OF SUBCONTRACT
- A. If CONTRACTOR intends to subcontract a portion of the work under this Contract, written approval of the terms of the proposed subcontract(s) shall be obtained from AQMD's Executive Officer or designee prior to execution of the subcontract. No subcontract charges will be reimbursed unless such approval has been obtained.
  - B. Any material changes to the subcontract(s) that affect the scope of work, deliverable schedule, and/or cost schedule shall also require the written approval of the Executive Officer or designee prior to execution.
  - C. The sole purpose of AQMD's review is to insure that AQMD's contract rights have not been diminished in the subcontractor agreement. AQMD shall not supervise, direct, or have control over, or be responsible for, subcontractor's means, methods, techniques, work sequences or procedures or for the safety precautions and programs incident thereto, or for any failure of subcontractor to comply with any local, state, or federal laws, or rules or regulations.
34. ENTIRE CONTRACT - This Contract represents the entire agreement between the parties hereto related to CONTRACTOR providing services to AQMD and there are no understandings, representations, or warranties of any kind except as expressly set forth herein. No waiver, alteration, or modification of any of the provisions herein shall be binding on any party unless in writing and signed by the party against whom enforcement of such waiver, alteration, or modification is sought.

IN WITNESS WHEREOF, the parties to this Contract have caused this Contract to be duly executed on their behalf by their authorized representatives.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT \*\*\*

By: _____	By: _____
Barry R. Wallerstein, D.Env., Executive Officer	Name: _____
Dr. William A. Burke, Chairman, Governing Board	Title: _____

Date: _____	Date: _____
-------------	-------------

ATTEST:  
Saundra McDaniel, Clerk of the Board

By: \_\_\_\_\_

APPROVED AS TO FORM:  
Kurt R. Wiese, General Counsel

By: \_\_\_\_\_

## **ATTACHMENT A**

### **CERTIFICATIONS AND REPRESENTATIONS**



# South Coast Air Quality Management District

21865 Copley Drive, Diamond Bar, CA 91765-4178

(909) 396-2000 • [www.aqmd.gov](http://www.aqmd.gov)

## **Business Information Request**

Dear SCAQMD Contractor/Supplier:

The South Coast Air Quality Management District (SCAQMD) is committed to ensuring that our contractor/supplier records are current and accurate. If your firm is selected for award of a purchase order or contract, it is imperative that the information requested herein be supplied in a timely manner to facilitate payment of invoices. In order to process your payments, we need the enclosed information regarding your account. **Please review and complete the information identified on the following pages, complete the enclosed W-9 form, remember to sign both documents for our files, and return them as soon as possible to the address below:**

**Attention: Accounts Payable, Accounting Department  
South Coast Air Quality Management District  
21865 Copley Drive  
Diamond Bar, CA 91765-4178**

If you do not return this information, we will not be able to establish you as a vendor. This will delay any payments and would still necessitate your submittal of the enclosed information to our Accounting department before payment could be initiated. Completion of this document and enclosed forms would ensure that your payments are processed timely and accurately.

If you have any questions or need assistance in completing this information, please contact Accounting at (909) 396-3777. We appreciate your cooperation in completing this necessary information.

Sincerely,

Michael B. O'Kelly  
Chief Financial Officer

DH:tm

Enclosures: Business Information Request  
Disadvantaged Business Certification  
W-9  
Federal Contract Debarment Certification  
Campaign Contribution Disclosure



# South Coast Air Quality Management District

21865 Copley Drive, Diamond Bar, CA 91765-4178

(909) 396-2000 • [www.aqmd.gov](http://www.aqmd.gov)

## BUSINESS INFORMATION REQUEST

Business Name	
Division of	
Subsidiary of	
Website Address	
Type of Business <i>Check One:</i>	<input type="checkbox"/> Individual <input type="checkbox"/> DBA, Name _____, County Filed In _____ <input type="checkbox"/> Corporation, ID No. _____ <input type="checkbox"/> LLC/LLP, ID No. _____ <input type="checkbox"/> Other _____

## REMITTING ADDRESS INFORMATION

Address			
City/Town			
State/Province		Zip	
Phone	(     )     -     Ext	Fax	(     )     -
Contact		Title	
E-mail Address			
Payment Name if Different			

All invoices must reference the corresponding Purchase Order Number(s)/Contract Number(s) if applicable and mailed to:

**Attention: Accounts Payable, Accounting Department**

**South Coast Air Quality Management District**

**21865 Copley Drive**

**Diamond Bar, CA 91765-4178**

## DISADVANTAGED BUSINESS CERTIFICATION

Federal guidance for utilization of disadvantaged business enterprises allows a vendor to be deemed a small business enterprise (SBE), minority business enterprise (MBE) or women business enterprise (WBE) if it meets the criteria below.

- is certified by the Small Business Administration or
- is certified by a state or federal agency or
- is an independent MBE(s) or WBE(s) business concern which is at least 51 percent owned and controlled by minority group member(s) who are citizens of the United States.

### Statements of certification:

As a prime contractor to the SCAQMD, \_\_\_\_\_ (name of business) will engage in good faith efforts to achieve the fair share in accordance with 40 CFR Section 31.36(e), and will follow the six affirmative steps listed below **for contracts or purchase orders funded in whole or in part by federal grants and contracts.**

1. Place qualified SBEs, MBEs, and WBEs on solicitation lists.
2. Assure that SBEs, MBEs, and WBEs are solicited whenever possible.
3. When economically feasible, divide total requirements into small tasks or quantities to permit greater participation by SBEs, MBEs, and WBEs.
4. Establish delivery schedules, if possible, to encourage participation by SBEs, MBEs, and WBEs.
5. Use services of Small Business Administration, Minority Business Development Agency of the Department of Commerce, and/or any agency authorized as a clearinghouse for SBEs, MBEs, and WBEs.
6. If subcontracts are to be let, take the above affirmative steps.

### Self-Certification Verification: Also for use in awarding additional points, **as applicable**, in accordance with SCAQMD Procurement Policy and Procedure:

Check all that apply:

- ☐ Small Business Enterprise/Small Business Joint Venture ☐ Women-owned Business Enterprise  
☐ Local business ☐ Disabled Veteran-owned Business Enterprise/DVBE Joint Venture  
☐ Minority-owned Business Enterprise

Percent of ownership: \_\_\_\_\_ %

Name of Qualifying Owner(s): \_\_\_\_\_

I, the undersigned, hereby declare that to the best of my knowledge the above information is accurate. Upon penalty of perjury, I certify information submitted is factual.

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
DATE

## DEFINITIONS

**Disabled Veteran-Owned Business Enterprise** means a business that meets all of the following criteria:

- is a sole proprietorship or partnership of which is at least 51 percent owned by one or more disabled veterans, or in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more disabled veterans; a subsidiary which is wholly owned by a parent corporation but only if at least 51 percent of the voting stock of the parent corporation is owned by one or more disabled veterans; or a joint venture in which at least 51 percent of the joint venture's management and control and earnings are held by one or more disabled veterans.
- the management and control of the daily business operations are by one or more disabled veterans. The disabled veterans who exercise management and control are not required to be the same disabled veterans as the owners of the business.
- is a sole proprietorship, corporation, partnership, or joint venture with its primary headquarters office located in the United States and which is not a branch or subsidiary of a foreign corporation, firm, or other foreign-based business.

**Joint Venture** means that one party to the joint venture is a DVBE and owns at least 51 percent of the joint venture. In the case of a joint venture formed for a single project this means that DVBE will receive at least 51 percent of the project dollars.

**Local Business** means a business that meets all of the following criteria:

- has an ongoing business within the boundary of the SCAQMD at the time of bid application.
- performs 90 percent of the work within SCAQMD's jurisdiction.

**Minority-Owned Business Enterprise** means a business that meets all of the following criteria:

- is at least 51 percent owned by one or more minority persons or in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more minority persons.
- is a business whose management and daily business operations are controlled or owned by one or more minority person.
- is a business which is a sole proprietorship, corporation, partnership, joint venture, an association, or a cooperative with its primary headquarters office located in the United States, which is not a branch or subsidiary of a foreign corporation, foreign firm, or other foreign business.

"Minority" person means a Black American, Hispanic American, Native American (including American Indian, Eskimo, Aleut, and Native Hawaiian), Asian-Indian American (including a person whose origins are from India, Pakistan, or Bangladesh), Asian-Pacific American (including a person whose origins are from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the United States Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia, or Taiwan).

**Small Business Enterprise** means a business that meets the following criteria:

- a. 1) an independently owned and operated business; 2) not dominant in its field of operation; 3) together with affiliates is either:
  - **A service, construction, or non-manufacturer with 100 or fewer employees, and average annual gross receipts of ten million dollars (\$10,000,000) or less over the previous three years, or**
  - A manufacturer with 100 or fewer employees.
- b. Manufacturer means a business that is both of the following:
  - 1) Primarily engaged in the chemical or mechanical transformation of raw materials or processed substances into new products.
  - 2) Classified between Codes 311000 to 339000, inclusive, of the North American Industrial Classification System (NAICS) Manual published by the United States Office of Management and Budget, 2007 edition.



**Small Business Joint Venture** means that one party to the joint venture is a Small Business and owns at least 51 percent of the joint venture. In the case of a joint venture formed for a single project this means that the Small Business will receive at least 51 percent of the project dollars.

**Women-Owned Business Enterprise** means a business that meets all of the following criteria:

- is at least 51 percent owned by one or more women or in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more women.
- is a business whose management and daily business operations are controlled or owned by one or more women.
- is a business which is a sole proprietorship, corporation, partnership, or a joint venture, with its primary headquarters office located in the United States, which is not a branch or subsidiary of a foreign corporation, foreign firm, or other foreign business.

# Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	<input type="checkbox"/> Exempt from backup withholding
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	-------------------------------	--------

## Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.**

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

**Other entities.** Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
  2. The United States or any of its agencies or instrumentalities,
  3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,



7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients 1 through 7 <sup>2</sup>

<sup>1</sup>See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup>However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.socialsecurity.gov/online/ss-5.pdf](http://www.socialsecurity.gov/online/ss-5.pdf). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses/](http://www.irs.gov/businesses/) and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



United State Environmental Protection Agency  
Washington, DC 20460

## **Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and the principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them or commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statute or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

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Typed Name & Title of Authorized Representative

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Signature of Authorized Representative Date

☐ I am unable to certify to the above statements. My explanation is attached.

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EPA Form 5700-49 (11-88)



## CAMPAIGN CONTRIBUTIONS DISCLOSURE

California law prohibits a party, or an agent, from making campaign contributions to AQMD Governing Board Members or members/alternates of the Mobile Source Pollution Reduction Committee (MSRC) of \$250 or more while their contract or permit is pending before the AQMD; and further prohibits a campaign contribution from being made for three (3) months following the date of the final decision by the Governing Board or the MSRC on a donor's contract or permit. Gov't Code §84308(d). For purposes of reaching the \$250 limit, the campaign contributions of the bidder or contractor plus contributions by its parents, affiliates, and related companies of the contractor or bidder are added together. 2 C.C.R. §18438.5.

In addition, Board Members or members/alternates of the MSRC must abstain from voting on a contract or permit if they have received a campaign contribution from a party or participant to the proceeding, or agent, totaling \$250 or more in the 12-month period prior to the consideration of the item by the Governing Board or the MSRC. Gov't Code §84308(c). When abstaining, the Board Member or members/alternates of the MSRC must announce the source of the campaign contribution on the record. *Id.* The requirement to abstain is triggered by campaign contributions of \$250 or more in total contributions of the bidder or contractor, *plus* any of its parent, subsidiary, or affiliated companies. 2 C.C.R. §18438.5.

In accordance with California law, bidders and contracting parties are required to disclose, at the time the application is filed, information relating to any campaign contributions made to Board Members or members/alternates of the MSRC, including: the name of the party making the contribution (which includes any parent, subsidiary or otherwise related business entity, as defined below), the amount of the contribution, and the date the contribution was made. 2 C.C.R. §18438.8(b).

The list of current AQMD Governing Board Members can be found at the AQMD website([www.aqmd.gov](http://www.aqmd.gov)). The list of current MSRC members/alternates can be found at the MSRC website(<http://www.cleantransportationfunding.org>).

### **SECTION I.** Please complete Section I.

**Contractor:**

**RFP #:** \_\_\_\_\_

**List any parent, subsidiaries, or otherwise affiliated business entities of Contractor:** *(See definition below).*

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### **SECTION II**

Has contractor and/or parent, subsidiary, or affiliated company, or agent thereof, made a campaign contribution(s) totaling \$250 or more in the aggregate to a current member of the South Coast Air Quality Management Governing Board or members/alternates of the MSRC in the 12 months preceding the date of execution of this disclosure?

☐ Yes

☐ No

**If YES, complete Section II below and then sign and date the form.  
If NO, sign and date below. Include this form with your submittal.**

**Campaign Contributions Disclosure, *continued*:**

Name of Contributor \_\_\_\_\_

_____	_____	_____
Governing Board Member or MSRC Member/Alternate	Amount of Contribution	Date of Contribution

Name of Contributor \_\_\_\_\_

_____	_____	_____
Governing Board Member or MSRC Member/Alternate	Amount of Contribution	Date of Contribution

Name of Contributor \_\_\_\_\_

_____	_____	_____
Governing Board Member or MSRC Member/Alternate	Amount of Contribution	Date of Contribution

Name of Contributor \_\_\_\_\_

_____	_____	_____
Governing Board Member or MSRC Member/Alternate	Amount of Contribution	Date of Contribution

Name of Contributor \_\_\_\_\_

_____	_____	_____
Governing Board Member or MSRC Member/alternate	Amount of Contribution	Date of Contribution

**I declare the foregoing disclosures to be true and correct.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



<b>DEFINITIONS</b>
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Parent, Subsidiary, or Otherwise Related Business Entity.

- (1) Parent subsidiary. A parent subsidiary relationship exists when one corporation directly or indirectly owns shares possessing more than 50 percent of the voting power of another corporation.*
- (2) Otherwise related business entity. Business entities, including corporations, partnerships, joint ventures and any other organizations and enterprises operated for profit, which do not have a parent subsidiary relationship are otherwise related if any one of the following three tests is met:*
  - (A) One business entity has a controlling ownership interest in the other business entity.*
  - (B) There is shared management and control between the entities. In determining whether there is shared management and control, consideration should be given to the following factors:*
    - (i) The same person or substantially the same person owns and manages the two entities;*
    - (ii) There are common or commingled funds or assets;*
    - (iii) The business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis;*
    - (iv) There is otherwise a regular and close working relationship between the entities; or*
  - (C) A controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.*

2 Cal. Code of Regs., §18703.1(d).